

•

Exhibit J

RDR00016003

MEMORANDUM OF AGREEMENT made this 23rd day of August, 2007.

BETWEEN:

Steve Vander Ark of 6730 Brad Ave SE, Grand Rapids, Michigan, hereinafter called the "Author"

AND:

RDR Books LLC, 1487 Glen Ave.

Muskegon, MI 49441

(Hereinafter called the "Publisher")

WHEREBY it is mutually agreed as follows:

1. The Author grants to the Publisher upon the terms and conditions herein set forth, the exclusive rights to sell throughout the world a printed book, called The Harry Potter Lexicon, hereinafter referred to as the "Work." The term of this agreement is ten years. This agreement may be renewed by mutual agreement for terms of one year.
2. The Author represents that he has the power and Authority to grant the said rights to the Work herein granted and that he is authorized to receive all royalties and other considerations provided for in this agreement.
3. The Author will provide, by September 1, 2007, a completed work. The Publisher will edit the work and submit it to the Author who will correct any factual errors.
4. The Publisher agrees to publish the said work within a period of 12 months from the date of this agreement. If the Publisher fails to publish this work within 12 months, all rights revert to the Author and this Agreement is declared cancelled.
5. The Publisher agrees to distribute its edition of the Work at its sole risk and own expense.

RDR00016004

The Publisher agrees to pay the Author as follows:

12 percent of net income received from retail and wholesale customers for English language editions sold in the United States and 10 percent of net income received from retail and wholesale customers for English language editions sold outside the United States, pursuant to Paragraph 6 herein. Net income is defined as money actually received by the Publisher from retail and wholesale customers.

50 percent of foreign language translation rights. Payments for foreign language translation rights will be paid to the Author within 30 days of receipt by the Publisher. The Publisher will obtain at least five copies of each foreign translation of the Work on behalf of the Author, and provide said copies to him.

For every week the book appears on the New York Times Best Seller list as published in the New York Times Book Review, a \$500 per week bonus will be added to the author's royalty payment.

Net income received from internet orders that come to RDR Books website via the Lexicon or any Floo Network site will be divided 50 percent to the publisher and 50 percent to the author. Payment for RDR Books website orders will be made to the author in any week where the orders exceed \$100. In the event that website orders referred from the Lexicon or Floo Network sites total less than \$100 in a week, the author's 50% share of net income for these internet sales will be paid as soon as aggregate web orders total \$100.

50 percent of paperback reprint rights by another Publisher or book club editions. The Author's 50 percent share of net income received for paperback reprint rights by another Publisher or book club editions will be paid to the Author within 30 days of receipt by the Publisher.

All other nonbook subsidiary rights are reserved by the Author.

RDR00016005

5a. The Author and the Publisher mutually agree that the Author or a representative thereof may access the sales records of the Publisher that pertain to the Work on an annual basis, with one week prior written notice to the Publisher. This inspection will take place in Muskegon, Michigan.

7. The Publisher will furnish the Author with 500 copies of the book at no charge ("Author Copies"). Copies in addition to these Author Copies may also be purchased by the Author at a discount of 50% off the retail price; the Author will receive no royalties for Author Copies or any copies purchased by the Author from the Publisher.

8. By mutual agreement, the Author agrees to make himself available for appearances and interviews, provided he has received advance notice. The Publisher agrees to pay reasonable expenses for out of town travel to these events. Once the Author has agreed to appear at events he agrees not to cancel except for medical or family emergencies, or if travel conditions make it impossible for him to reach his destination. The author agrees to notify the publisher as soon as possible regarding any of the above reasons for cancellation.

9. The Publisher shall copyright said Work in the Author's name in accordance with the requirements of the Universal Copyright Convention and the Berne Convention within three months of the publication of said Work, and shall take whatever steps are necessary to protect such copyright, and shall not commit or Authorize any act or omission which may impair such copyright throughout the world. The Author shall have the right, but not the obligation, to take all steps necessary, either in its own name or in the name of the Publisher, to enforce and protect said rights. The Author reserves all trademark and service mark rights in and to the title of the Work.

10. The Author warrants to the Publisher that to the best of his knowledge and belief he has full power to enter into this Agreement, that he is the owner of the rights herein granted, that the Work is original and is in no way whatever an infringement of any existing copyright, or any other legal right of any person, that all necessary permissions for the use of copyright material included in the Work have been granted and any fees payable to copyright owners have been or will be paid by the Author who warrants further that to the best of his knowledge and belief, the Work contains nothing defamatory, libelous or unlawful and that all statements purporting to be facts are true.

The Author hereby indemnifies the Publisher against all actions proceedings, claims, demands, losses, damages and costs (including any reasonable legal costs or expenses) properly incurred and any compensation costs or disbursements paid by the Publisher on the advice of their legal advisers to compromise or settle any claim (including any claim by an assignee or licensee of the Publisher in consequence of any breach or alleged breach of this Warranty or of any negligence on the part of the Author in the preparation of the Work or arising out of any claim that the Work constitutes an infringement of copyright or contains defamatory or libelous or unlawful matter excluding any claims which are reasonably deemed by the Publishers to be groundless or purely malicious, except that the Publisher indemnifies the Author for any claims of copyright infringement by J.K. Rowling and/or her licensees or assignees. The Publisher shall obtain the approval of the Author for any settlement or compromise, such approval not to be unnecessarily withheld or delayed.

11. In the event that the Publisher is sold to another company it shall have the right to assign its interest in the work to the acquiring company. In the event that the book is declared out of print in the United States all rights to this book revert to the Author.

12. The Publisher shall account to the Author semi annually on April 1 and October 1, for the six month periods ending December 31 and June 30. The Publisher shall be entitled at the first accounting after publication or reissue of the Work to set aside from royalties earned by the Author a percentage as a reserve against returns which shall be credited to his account at the second accounting thereafter. The percentage so deducted shall be 20% for hardback editions and 25% for paperback editions.

13. This Agreement shall be construed and interpreted according to the Laws of the State of Michigan in the United States of America, regardless of its place of execution. Disputes under \$5,000 shall be adjudicated in Muskegon County, Michigan in small claims court. Disputes over \$5,000 shall be adjudicated by mediation or binding arbitration by the Judicial Arbitration and Mediation Service (JAMS).

14. No supplement, modification or amendment of any term, provision, or condition of this Agreement shall be binding or enforceable unless executed in writing by the parties hereto.


15. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

16. This Agreement shall not be subject to change, modification, or discharge, in whole or in part, except by instrument in writing signed by the parties hereto.

FOR: RDR Books LLC

BY: Roger D. Rapoport
Roger D. Rapoport

RDR Books
1487 Glen Avenue
Muskegon, MI 49441
Dated:

For Steve Vander Ark
BY: 

NAME: Steve Vander Ark
Address: 6730 Brad Ave SE, Grand Rapids, MI 49548
SOCIAL SECURITY #: 368-72-6394
Dated: 23 August 2007